



STATE OF MARYLAND

**DEPARTMENT OF PUBLIC SAFETY
&
CORRECTIONAL SERVICES**

INVITATION FOR BIDS

FOR

**MRDCC Chain Link Fence Installation
*BPM029531***

ISSUE DATE: 5/5/2022

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the State of Maryland Small Business Reserve Program are eligible for award of a contract.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED
TO RESPOND TO THIS SOLICITATION**

NOTICE TO VENDORS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: **MRDCC Chain Link Fence Installation**

Solicitation No: **BPM029531**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - ☐ Other commitments preclude our participation at this time.
 - ☐ The subject of the solicitation is not something we ordinarily provide.
 - ☐ We are inexperienced in the work/commodities required.
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - ☐ The scope of work is beyond our present capacity.
 - ☐ Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
 - ☐ We cannot be competitive. (Explain in REMARKS section.)
 - ☐ Time allotted for completion of the Bid/Proposal is insufficient.
 - ☐ Start-up time is insufficient.
 - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - ☐ MBE or VSBE requirements. (Explain in REMARKS section.)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - ☐ Payment schedule too slow.
 - ☐ Other: _____
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY & CORRECTIONAL SERVICES**

IFB KEY INFORMATION SUMMARY SHEET

Invitation For Bid:	MRDCC Chain Link Fence Installation
IFB Issue Date:	May 5, 2022
Solicitation No.:	BPM029531
Issuing Office:	Department of Public Safety & Correctional Services
Procurement Officer:	<i>Adam Pietrocarlo</i> <i>410-336-5803</i> adame.pietrocarlo1@maryland.gov
Contract Monitor	John Green Jr. Johnd.green@maryland.gov P: 443-957-0005
Pre-Bid Conference:	May 9, 2022 @ 1:00 PM est. via Google Meet. Meeting ID meet.google.com/rog-pmad-sxm Phone Numbers (US)+1 617-675-4444 PIN: 910 884 347 6403#
In-person Site visit	May 9, 2022 @ 10:00 AM Location: MRDCC 550 E. Madison St. Baltimore, MD 21202 Vendors are to email contract monitor above for site visit scheduling.
Bid Submittal:	Via eMaryland Marketplace Advantage (eMMA)
Bid Due Date and Time:	May 17, 2022, 3:00 PM est.
Delivery Address:	<i>All bids are to be submitted electronically through eMMA under solicitation no.:</i>
SBR Designated:	Yes

**ALL INQUIRIES PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED TO
THE PROCUREMENT OFFICER IDENTIFIED ABOVE.**

**NOTICE TO BIDDERS
SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. Only businesses that meet the requirements set forth in State Finance and Procurement Article, §§14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award. For the purposes of a Small Business Reserve procurement, a small business is a for profit business, other than a broker, that meets the following criteria:

- Independently owned and operated.
- Not a subsidiary of another business.
- Not dominant in its field of operation.

AND

- Its wholesale operations did not employ more than 50 persons.
- Its retail operations did not employ more than 25 persons.
- Its manufacturing operations did not employ more than 100 persons.
- Its service operations did not employ more than 100 persons.
- Its construction operations did not employ more than 50 persons.
- The architectural and engineering services of the business did not employ more than 100 persons.

OR

- The gross sales of the wholesale operations of the business did not exceed an average of \$4,000,000 in its most recently completed three fiscal years.
- The gross sales of the retail operations of the business did not exceed an average of \$3,000,000 in its most recently completed three fiscal years.
- The gross sales of the manufacturing operations of the business did not exceed an average of \$2,000,000 in its most recently completed three fiscal years.
- The gross sales of the service operations of the business did not exceed an average of \$10,000,000 in its most recently completed three fiscal years.
- The gross sales of the construction operations of the business did not exceed an average of \$7,000,000 in its most recently completed three fiscal years.
- The gross sales of the architectural and engineering services of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

If a business has not existed for three years, the employment and gross sales average(s) is the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at

eMaryland Marketplace Advantage

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

SECTION 1 - SPECIFICATIONS

1.1 OBJECTIVE

The Maryland Department of Public Safety and Correctional Services (DPSCS or Department) is soliciting bids to procure the following:

Furnish and Install Approximately 418 Linear feet of 12' high-galvanized chain link fence at the Maryland Reception Diagnostic and Classification Center, located in Baltimore City, Maryland.

The contractor shall furnish all labor, material, tools, equipment, supervision, permits, Insurance, etc, necessary to provide the installation of the above service.

1.2 TERM OF CONTRACT

Contract shall be completed within 30 days from award.

1.3 BASIS OF AWARD

This procurement is being conducted under Small Procurement Regulations as set forth in Code of Maryland Regulations (COMAR) 21.05.07. The basis of award shall be the most favorable evaluated bid price. In the event of tie bids, the provisions of COMAR 21.05.02.14 shall determine the successful bidder.

1.4 BID SUBMITTAL INFORMATION

All bids, affidavits, and/or responses to attachments shall be submitted through eMaryland Marketplace Advantage (eMMA) under the eMMA solicitation number listed on the Key Information Sheet. Bids shall be uploaded into eMMA by the due date and time for consideration.

Multiple or alternate bids will not be acceptable unless otherwise stated in the solicitation documents.

1.5 eMaryland Marketplace Advantage

Each Bidder is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number on the bid form at the time of its submission to this IFB.

In order to submit a bid and / or to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> , click on "Register" to begin the process, and then follow the prompts.

1.6 MINIMUM QUALIFICATIONS

1.6.1 Bidder Minimum Qualifications

As part of the determination to be considered responsive, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

1.6.2 The Bidder shall have three (3) years of experience providing the comparable type, size and complexity of services described in this solicitation for each reference.

1.6.3 Bidder shall be licensed and insured in the State of Maryland

Required Documentation: As proof of meeting this requirement, the Bidder shall provide with its Bid, (**Attachment F**), at least three (3) and no more than five (5) references of companies or organizations for which the bidder provided services of the type, size, length of service and complexity comparable to those specified in the solicitation. The references must have been for services provided within the past five (5) consecutive years.

Each reference shall include the following:

1. Name of contact person and working telephone number;
2. Name of facility and address of reference;
3. Term of contract/service;
4. Size (*square footage*) and type of facility;
5. Type of services provided;
6. Number of workers and positions of service;
7. Letters of testament, experience of officials (*optional*).

1.7 SCOPE OF WORK / DETAILED SPECIFICATIONS

1.7.1 The DPSCS's Baltimore City Correctional Center is requesting the following:

The contractor shall furnish all labor, material, tools, equipment, supervision, permits, Insurance, etc. necessary to provide the installation of approximately 418 linear feet of 12' high-galvanized chain link fence.

- A. Contractor to furnish and install approximately 418 linear feet of 12' high-galvanized chain link fence.
- B. Contractor to furnish and install two (2) sets of 8' wide gates.
- C. Contractor to furnish and install one (1) 48" wide pedestrian gate.
- D. Contractor to furnish and install in fenced area to be topped with a strand of stainless steel cable at one 45 degree angle pointing out and in and two (2) rows of 24" diameter razor ribbon.
- E. All Posts shall be 3" o.d/ set in core-drilled holes using hydraulic cement.

1.7.2 Anti-Bribery:

The Contractor warrants that neither it nor any of its officers, directors or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977 which would constitute bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

1.7.4 Burning:

The Contractor shall not remove paint by burning without the written approval of the Department Representative.

1.7.5 Cleaning Up:

The Contractor shall at all times keep the construction area including storage areas used by him, free of accumulation of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the State.

Should the Contractor wish to set a trash disposal container at the job site, the Owner will attempt to provide space consistent with security and safety regulations.

The Contractor shall observe all institutional security requirements when entering or leaving the institution with trash containers.

Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the State representative in charge of the project.

1.7.6 Contingent Fees:

The Contractor, architect, or engineer warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

1.7.7 Contractor's Insurance:

The Contractor and its subcontractors shall purchase and maintain comprehensive third-party legal liability insurance and such other insurance as is appropriate for the work being performed on the project. Further, the Contractor is responsible for the maintenance whether the work is performed directly by the Contractor, by any subcontractor, by any person employed

by the Contractor or any subcontractor, or by anyone for whose acts the Contractor may be liable. This insurance shall include protection for:

Claims arising from Worker's Compensation statutes or similar employee benefit acts, or third-party legal liability claims arising from bodily injury, sickness and disease, or death of the Contractor's employees. The minimum limits of such coverage shall be as required by law.

Third-party legal liability claims against the Contractor arising from the operations of the Contractor, subcontractors and suppliers with such protection extended to provide comprehensive coverage, including personal injury, completed operations, explosion and collapse hazard, and underground hazard. The minimum combined limit for personal Inju,-y and property damage liability shall be \$500,000 *per* occurrence.

Third-party legal liability claims arising from bodily injury and/or damages to the property of others from the ownership, maintenance or use of any motor vehicle, both onsite and offsite, owned by the Contractor. The minimum combined limit for personal injury and property damage liability shall be \$500,000 per occurrence.

1.7.8 Contractor's Invoices:

Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations. Additionally, the Contractor is to include its Finance Office's 9 digit Zip code; Specification Number; Item or services description; Quantity delivered; Unit cost; and, Extension.

1.7.9 State Holidays:

Before any of the work shall begin, the Contractor shall confer with the Contract Monitor and agree on times, a sequence of procedure, means of access to the premises, space for storage of materials and equipment, use of approaches use of facilities, etc.

If it becomes necessary to perform work on days or at times other than those indicated above or on holidays, special permission must be obtained in advance from the Contract Monitor.

State Holidays shall be observed by the Contractor and shall include:

New Year's Day	Columbus Day
Martin Luther King Day	Federal Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day and the day after
Juneteenth	Christmas Day
Independence Day	
Labor Day	

And all other additional days authorized by the Governor

1.7.10 Electricity:

Where required for the execution of the work, the Owner will provide to the Contractor, at locations designated by the Maintenance Supervisor, such excess electrical power as is available after the facility's needs are met. The Contractor shall use the electricity reasonably. The Contractor and its subcontractors shall observe normal safety precautions when using extension cables.

1.7.11 Environmental Hazardous Materials:

If at any time during the performance of the work required by this contract, the Contractor finds or has reason to suspect the presence in any work area of environmentally hazardous materials other than those addressed in the Specifications and Drawings, it shall immediately notify the Department Representative in writing setting forth its observations/suspicions and requesting instructions. At the same time, the Contractor shall withdraw all his personnel from the potentially contaminated area.

1.7.12 EPA Compliance:

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

1.7.13 This is a “firm fixed price contract” meaning a fixed price Contract that provide a price that is not subject to adjustment because of variations in the Contractor’s cost.

1.7.14 Contract will remain in effect for the time period and quantity specified unless the Contract is terminated by the State as set forth in Section 2.8 through 2.10.

1.7.15 The Contractor shall at all times, keep the construction area including storage areas used by the contractor, free of accumulation of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the state.

Should the contractor wish to set a trash disposal container at the job site, the State will attempt to provide space consistent with security and safety regulations.

The Contract shall observe all institutional security requirements when entering or leaving the institution with trash containers. Upon completion of the work, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition, satisfactory to the Contract Monitor in charge of the project.

1.8 INVOICING AND PAYMENTS

All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name;

- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

All invoices are to be submitted to the following email address or address:

crfo.accountspayable@maryland.gov

Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoice shall be submitted to the Contract Monitor for verification and approval following the completion of service.

1.9 NO BID NOTICE

The Department is committed to providing solicitations that are readily and easily responded to. If you choose not to respond to this solicitation, please fill out the form provided in this solicitation and email it to the Procurement Officer indicated in the key information sheet. We will review your responses and suggestions.

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SECTION 2 – MANDATORY TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE

All terms and conditions of the solicitation and amendments thereto will be made a part of the final contract which will be in the form of a blanket purchase order (“BPO”) or purchase order (“PO”). See Section 2.16. By submitting a bid in response to this solicitation, the Bidder, if selected for award as the Contractor, shall be deemed to have accepted all terms and conditions of the solicitation and subsequent BPO/PO.

2.2 TAX EXEMPTION

The Department is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

2.3 DELIVERY AND ACCEPTANCE

- 2.3.1 Delivery shall be made in accordance with the solicitation specifications. The Department, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor’s control. The Department unilaterally may order in writing the suspension, delay or interruption of performance hereunder.
- 2.3.2 The Department reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Unless otherwise stated in the specifications, materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced.
- 2.3.3 The Department reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.
- 2.3.4 If the Contractor fails to make delivery in accordance with its quoted time frame, and the Department is required to obtain the needed goods or services on the open market, the Contractor shall be liable for any excess costs to the Department.

2.4 INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this Contract.

2.5 MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

2.6 CHANGES

This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

2.7 DISPUTES

Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.

2.8 TERMINATION FOR NON-APPROPRIATION

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

2.9 TERMINATION FOR DEFAULT

If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

2.10 TERMINATION FOR CONVENIENCE

The State may terminate this Contract, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

2.11 NONDISCRIMINATION

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

2.12 ITEMS OF MERCURY CONTENT

To the extent this solicitation is for products that may contain mercury, there is a price preference for products that are mercury free. The price preference shall not exceed 5 percent of the bid price for products that are mercury free or for products containing the least amount of mercury.

2.13 COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- 2.13.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

- 2.13.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 2.13.3 It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 2.13.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 2.13.5 The Contractor shall comply with the provisions of State Finance and Procurement Article, Title 19, Annotated Code of Maryland.

2.14 BID AFFIDAVIT

Each bidder shall execute and attach to the bid or proposal the affidavit included with this solicitation.

2.15 BLANKET PURCHASE ORDER (BPO)/ PURCHASE ORDER AS CONTRACT

- 2.15.1 As used in this provision, a bid refers to a bid submitted under Small Procurement Regulations
- 2.15.2 As used in this provision, a bidder refers to a bidder under Small Procurement Regulations.
- 2.15.3 As used in this provision, solicitation means an Invitation for Bid to bid for a procurement issued by the Maryland Department of Public Safety & Correctional Services.
- 2.15.4 The bidder's execution and submission of a responsive bid constitutes a promise by the bidder to perform the contract solicited by the Department in accordance with the terms and conditions stated in the solicitation. The bid shall be irrevocable for the period of 30 days or for such longer period as the bidder and the Department may agree.
- 2.15.5 Upon acceptance of a bid, the Procurement Officer may issue a Purchase Order (PO) and/ or Blanket Purchase Order (BPO), in a form to be determined by the Department which substantially contains the terms and conditions of the solicitation. The PO/BPO constitutes the State's acceptance of the bid and binds the bidder to a contract. The execution and issuance of a PO and/ or BPO by the Procurement Officer, subject to all necessary approvals, shall constitute acceptance of the bid and final award of the contract. The contract shall consist of the executed PO and/or BPO issued by the Procurement Officer, including all documents, terms, and conditions incorporated into those documents by the terms of the solicitation, the PO and/or BPO, the bid, or by operation of law, and the executed bid of the bidder. If the Procurement Officer issues a PO and/ or BPO, at the option of the Procurement Officer it will not be necessary for the bidder to execute the PO and / or BPO or any other form of contract or agreement. The bidder understands and agrees that the terms and conditions of the BPO/PO may not be waived. The Procurement Officer may require that the parties both execute a single

document as the embodiment of the contract between the parties.

2.15.6 In the event of a conflict between provisions of the contract documents, the controlling provisions shall be, in the following order, those of:

- i. the PO and/ or BPO; then
- ii. the solicitation; and then
- iii. the bid.

2.16 RETURNED GOODS

Contractor(s) shall be entitled to recover reasonable compensation for any and all goods shipped in accordance with authorized agency orders, meeting all contract requirements, and returned by the agency for reasons other than the Contractor's failure to meet contract requirements. Compensation shall be limited to actual unreimbursed costs incurred by the Contractor including, but not limited to, restocking charges, shipping charges, plus reasonable profit. Contractor must provide written proof of claimed compensation. A return of goods covered by this section shall be deemed a partial termination for convenience as to the returned goods, and other contract provisions and principles applicable to a partial termination for convenience shall apply.

2.17 ANTI-BRIBERY

The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

2.18 REGISTRATION OF FOREIGN CORPORATIONS

Pursuant to §7-201 *et seq.* of the Corporations and Associations Article of the annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

2.19 CONTINGENT FEE

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of this agreement.

2.20 EPA COMPLIANCE

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

2.21 OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

2.22 PRE-EXISTING REGULATIONS

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this contract are applicable to this contract.

2.23 INDEMNIFICATION

The State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement.

2.24 ADDITIONAL QUANTITIES

The State reserves the right to solicit separate bids if a particular quantity requirement arises which exceeds the State's normal requirements as provided in the solicitation or exceeds an amount specified in this contract.

2.25 NEW MATERIALS

All items shipped pursuant to this Purchase Order shall be new, never previously used, and the current model of the item unless specifically stated otherwise in this contract.

2.26 ASSIGNMENT

This Purchase Order and the monies which may become due hereunder are not assignable except with the prior written approval of the Procurement Officer.

2.27 DRUG AND ALCOHOL FREE WORKPLACE

The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the term of this Purchase Order.

2.28 COMMERCIAL NONDISCRIMINATION POLICY

2.28.1 As a condition of entering into this Purchase Order, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Purchase Order and may result in termination of this Purchase Order, disqualification of Contractor from participating in State

contracts, or other sanctions. This clause is no enforceable by or for the benefit of, and creates no obligation to, any third party.

2.28.2 The Contractor shall include this Section 2.30, Commercial Nondiscrimination Policy, in all subcontracts to the State contract.

2.28.3 As a condition of entering into this Purchase Order, upon the request of the Maryland Commission on Human Relation, an only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contract on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Purchase Order and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

2.29 INFORMATION TO BE SUBMITTED WITH BID

The following documents are required to be submitted online with the bid response.

- a. Bid Proposal Affidavit fully signed and executed. (*Attachment B*);
- b. References (*Attachment F*) (see Section 1.5);
- c. Bid Form
- d. Completed Insurance Certificate
- e. Maryland Business License and/or other licenses as required.
- f. Mercury Affidavit (*Attachment C*)
- g. Contract Affidavit (*Attachment D*) fully signed and executed. (*online attachment*);
- h. Small Business Reserve Affidavit (*Attachment E*)

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

A-1 Bid Instructions

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not responsive. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not responsive.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

A-1 Bid Form

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

Submitted by:

Signature of Authorized Representative	Date
Printed Name and Title:	
Telephone:	
Email address:	
Bidder Company Name:	
Bidder Company Address:	
Location(s) from which goods/services will be provided/performed (City/State):	
FEIN:	
eMMA #: BPM029531	

Bid amounts to be submitted electronically through eMMA.

ATTACHMENT B – BID/ PROPOSAL AFFIDAVIT

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal,

_____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

SMALL BUSINESS QUALIFICATION NUMBER: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

ATTACHMENT F – COMPANY PROFILE

COMPANY PROFILE

Solicitation No.: *BPM028835*

TITLE: Baltimore City Correctional Center (BCCC) Duct Vent Cleaning

AGENCY: Department of Public Safety and Correctional Services

FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY RENDER YOUR BID **NON-RESPONSIVE**.

THE BIDDER SHALL SUBMIT A MINIMUM OF THREE (3) REFERENCES THAT REFLECT A MINIMUM OF THREE (3) COMPLETE AND CONSECUTIVE YEARS OF SUCCESSFUL SERVICE PERFORMANCE COMPARABLE IN SCOPE, TYPE, SIZE, MAGNITUDE, AND COMPLEXITY **FOR EACH REFERENCE** AS REQUIRED IN THE IFB.

Company Name:		
Address:		
City:	State:	Zip Code:
Federal ID No.:		
Point of Contact:		Email Address:
Phone No.:	Fax No.:	
Date of Incorporation:		
Number of Years in Business under Present Name:		
Other/Former Names under which your Organization has Operated:		
Type of Organization (i.e., Corporation, Partnership, Individual, Joint Venture):		

Information furnished in response to this questionnaire and any verification made by the DPSCS shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by the DPSCS, the State reserves the right to determine the bidder as **not-responsible**, which will cause the rejection of their bid.

Attach a copy of all current Licenses, Permits and Certificates as deemed appropriate and required by State, Federal and Local Laws.

The DPSCS reserves the right to request any other information and data for the purpose of determining

the bidder's ability to perform the contract.

List at least three (3) but no more than five (5) Company Clients for work similar in scope to the requirements of this ITB. Please furnish all requested information. If more space is needed for type of service provided, please list on an additional sheet. All references must be reachable and willing to furnish information by email or telephone conversation. Please PRINT clearly.

#1. Company:		Contact Person:
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365	<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other:_____	
Term of Contract: _____ to _____	Contract Value: \$ _____	
Size (Sq. Footage) and Type of Facility:		
Please <u>describe in detail</u> the services that were provided:		

#2. Company:		Contact Person:
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365	<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other:_____	
Term of Contract: _____ to _____	Contract Value: \$ _____	
Size (Sq. Footage) and Type of Facility:		

Please <u>describe in detail</u> the services that were provided:

#3. Company:		Contact Person:
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365	<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other: _____	
Term of Contract: _____ to _____	Contract Value: \$ _____	
Size (Sq. Footage) and Type of Facility:		
Please <u>describe in detail</u> the services that were provided:		

#4. Company:		Contact Person:
Address:		
City:	State:	Zip Code:
Phone No.:	Email Address for Contact Person:	
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365	<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other: _____	
Term of Contract: _____ to _____	Contract Value: \$ _____	

Size (Sq. Footage) and Type of Facility:
Please <u>describe in detail</u> the services that were provided:

#5. Company:		Contact Person:	
Address:			
City:	State:	Zip Code:	
Phone No.:	Email Address for Contact Person:		
Type of Contract: (Please Check Box) <input type="checkbox"/> Armed Uniformed Guard - Shift <input type="checkbox"/> Unarmed Uniformed Guard - Shift <input type="checkbox"/> Armed Uniformed Guard – 24/7/365 <input type="checkbox"/> Unarmed Uniformed Guard – 24/7/365	<input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Elevator Maintenance <input type="checkbox"/> Janitorial Service <input type="checkbox"/> Pest Control <input type="checkbox"/> Other: _____		
Term of Contract:	to	Contract Value: \$	
Size (Sq. Footage) and Type of Facility:			
Please <u>describe in detail</u> the services that were provided:			